

**BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: October 19, 2005

Division: Public Works

Bulk Item: Yes X No

Department: Facilities Maintenance *J.R.*

Staff Contact Person: Ann Riger

AGENDA ITEM WORDING: Approval of a contract renewal with Mowrey Elevator Services, Inc. for complete elevator service and maintenance for all Monroe County Elevators.

ITEM BACKGROUND: On November 21, 2005, the current contract with Mowrey Elevator Services, Inc. will expire. In accordance to Article 6 (B) of the original contract dated October 20, 2004, the Owner has the option to renew the agreement after the first year, for two additional one year periods. This renewal will exercise the first of two options.

PREVIOUS RELEVANT BOCC ACTION: On October 20, 2004 the BOCC granted approval to award bid and authorized execution of a contract with Mowrey Elevator Services, Inc. for complete elevator service and maintenance for all Monroe County elevators.

CONTRACT/AGREEMENT CHANGES: Renewed contract to commence on November 22, 2005 and terminate on November 21, 2006.

STAFF RECOMMENDATIONS: Approval as stated above.

TOTAL COST: \$30,180 monthly maint
\$3,375 Annual inspections
\$3,000 est. repairs

BUDGETED: Yes X No

COST TO COUNTY: Same

SOURCE OF FUNDS: Ad Valorem, Key West Airport
Marathon Airport, Fine & Forfeitures

REVENUE PRODUCING: Yes No X **AMOUNT PER MONTH** **Year**

APPROVED BY: County Atty OMB/Purchasing Risk Management

DIVISION DIRECTOR APPROVAL:

[Signature]
Dent Pierce

DOCUMENTATION: Included X Not Required

DISPOSITION:

AGENDA ITEM #

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with: Mowrey Elevator Service Contract #_____

Effective Date: 11/22/05

Expiration Date: 11/21/06

Contract Purpose/Description:

Contract Renewal for Complete Elevator Service and Maintenance

Contract Manager:	<u>Ann Riger</u>	<u>4549</u>	<u>Facilities Maint/Stop #4</u>
	(Name)	(Ext.)	(Department/Stop #)

for BOCC meeting on 10/19/05 Agenda Deadline: 10/04/05

CONTRACT COSTS

Total Dollar Value of Contract: \$ 36,555 Current Year Portion: \$ 33,509

Budgeted? Yes ☒ No ☐ Account Codes: 001-20501-530-340-

Grant: \$ N/A 101-20505-530-340-

County Match: \$ N/A 403-63501-530-340-

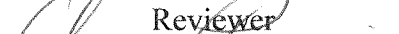




404-63001-530-340-

ADDITIONAL COSTS

Estimated Ongoing Costs: \$_____/yr
(Not included in dollar value above)

For: _____
(eg. maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Division Director	10/3/05	Yes <input type="checkbox"/> No <input type="checkbox"/>		10/5/05
Risk Management	9/30/05	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		9/30/05
O.M.B./Purchasing		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		9/30/05
County Attorney	9/28/05	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		9/28/05

Comments: _____

CONTRACT RENEWAL

(Complete Elevator Service Maintenance for Monroe County)

THIS CONTRACT RENEWAL is made and entered into this 19th day of October, 2005, between the COUNTY OF MONROE and MOWREY ELEVATOR SERVICE INC., in order to renew the agreement between the parties dated October 20, 2004, (a copy of which is incorporated hereto by reference); as follows:

1. Owner will exercise the first of two renewal options in accordance to Article 6 (B) of the original contract dated October 20, 2004.
2. The renewed contract shall commence on November 22, 2005, and will expire on November 21, 2006.
3. In all other respects, the original agreement dated October 20, 2004 remains in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal, the day and year first written above.

Attest: Danny L. Kolhage, Clerk

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____

By: _____

Witness: _____

Witness: _____

MOWREY ELEVATOR, INC.

By: _____

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:


SUZANNE A. HUTTON
ASSISTANT COUNTY ATTORNEY

Date: 9/28/05

CONTRACT

THIS AGREEMENT, made and entered into this 20th day of October, 2004, A.D., by and between MONROE COUNTY, FLORIDA, (hereinafter called the "Owner"), and Mowrey Elevator Service, Inc. (hereinafter called the "Contractor").

That the parties hereto, for the consideration hereinafter set forth, mutually agree as follows:

1. THE CONTRACT

The contract between the owner and the contractor, of which this agreement is a part, consists of the contract documents, as specified in paragraph 2.

2. THE CONTRACT DOCUMENTS

The contract documents consist of this agreement, the specifications, all change orders, and any addenda issued hereafter, any other amendments hereto executed by the parties hereafter, together with the bid proposal and all required insurance documentation.

3. SCOPE OF WORK

A The Contractor shall furnish all labor and equipment to provide routine examination, lubrication, cleaning, adjustment, replacement of parts, and performance of applicable code-required safety tests on traction elevators or annual relief pressure tests on hydraulic elevators, and any other service, repair, and maintenance sufficient to ensure the safe operation of the elevators in accordance with Florida Statute Chapter 399, the Specification Package entitled "Complete Elevator Service Maintenance for Monroe County", and his bid dated August 25, 2004.

B. The Contractor shall be a certificate of Competency Holder for the service maintenance contract in accordance with the revised Florida Statute Section 399.061 for required inspections.

C. The Contractor shall respond within four hours of notification of service, twenty-four hours per day, seven days per week. The Contractor shall provide a contact person to ensure twenty-four hour service.

D. The Contractor shall respond and rectify all safety related deficiencies deemed necessary by the Bureau of Elevator Inspection immediately. If deficiency/deficiencies cannot be rectified immediately due to the unavailability of parts, the Contractor shall terminate power to the elevator(s) so that it may not be utilized until rectification. Contractor will rectify safety-related deficiencies within forty-eight hours of receipt of parts. The Contractor shall rectify all other deficiencies deemed necessary by the Bureau of Elevator Inspection within thirty days of notification.

E. The Contractor shall ensure that machine rooms are kept in a clean and safe manner at all times.

F. The Contractor shall abide by the Rules and Regulations for Contractors at the Monroe County Detention Facilities when servicing same.

G. Monroe County Elevators to be Serviced are as follows:

Serial Number	Facility	Address	# Landings
3998	Monroe County Courthouse Annex	502 Whitehead Street, Key West	4
37419	Monroe County Courthouse Annex	502 Whitehead Street, Key West	4
37641	Plantation Key Courthouse	US #1 & Highpoint Road, Plantation Key	2
39503	J. Lancelot Lester Justice Building	530 Whitehead Street, Key West	3
40616	Plantation Key Ellis Building	88800 Overseas Highway, Plantation Key	2
46473	Marathon Government Center	2798 Overseas Highway, Marathon	2
46502	Monroe County Courthouse Annex	502 Whitehead Street, Key West	3
46899	Monroe County Detention Center	5510 College Road, Stock Island	3
46900	Monroe County Detention Center	5510 College Road, Stock Island	3
46945	Records Storage Facility	530 Whitehead Street, Key West	3
47143	Monroe County Detention Center	5510 College Road, Stock Island	2
47144	Monroe County Detention Center	5510 College Road, Stock Island	2
47274	Monroe County Detention Center	5510 College Road, Stock Island	2
47275	Monroe County Detention Center	5510 College Road, Stock Island	2
47276	Monroe County Detention Center	5510 College Road, Stock Island	2
47834	Marathon Airport	9400 Overseas Highway, Marathon	2
50030	Sheriff's Administration Building	5525 College Road, Stock Island	3
50031	Sheriff's Administration Building	5525 College Road, Stock Island	3
51768	Harvey Government Center	1200 Truman Avenue, Key West	3
56110	Plantation Key Detention Facility	53 Highpoint Road, Plantation Key	2
56216	Key West Courthouse Dumbwaiter	500 Whitehead Street, Key West	3
56599	ARFF Building – Key West	Key West International Airport	2
56691	Monroe County Courthouse	500 Whitehead Street, Key West	4
60239	Gato Building	1100 Simonton Street, Key West	2
61607	Department of Juvenile Justice	5525 College Road, Stock Island	3
61608	Department of Juvenile Justice	5525 College Road, Stock Island	3
74025	Sheriff's Aviation Hangar	10100 Overseas Highway, Marathon	2

The specifications shall service as minimum contract standards, and shall be the basis of inspection and acceptance of all the work.

4. THE CONTRACT SUM

A. The County shall pay to the Contractor for the performance of said service on a per month in arrears basis on or before the 30th day of the following month in each of twelve months. The Contractor shall invoice the County monthly for elevator service and maintenance performed under the Specification contained herein. The Contractor amount shall be as stated by the contractors bid as follows:

Serial Number	Facility	# Landings	Capacity Lbs	Amount per Month	Amount per Inspection
3998	Monroe County Courthouse Annex	4	2500	\$94.28	\$125.00
37419	Monroe County Courthouse Annex	4	4000	\$104.75	\$125.00
37641	Plantation Key Courthouse	2	2500	\$68.09	\$125.00
39503	J. Lancelot Lester Justice Building	3	2000	\$83.80	\$125.00
40616	Plantation Key Ellis Building	2	2100	\$73.33	\$125.00
46473	Marathon Government Center	2	3500	\$94.28	\$125.00
46502	Monroe County Courthouse Annex	3	4000	\$78.56	\$125.00
46899	Monroe County Detention Center	3	4000	\$78.56	\$125.00
46900	Monroe County Detention Center	3	4000	\$94.28	\$125.00
46945	Records Storage Facility	3	4000	\$104.75	\$125.00
47143	Monroe County Detention Center	2	2500	\$73.32	\$125.00
47144	Monroe County Detention Center	2	2500	\$101.61	\$125.00
47274	Monroe County Detention Center	2	4000	\$73.32	\$125.00
47275	Monroe County Detention Center	2	2500	\$73.32	\$125.00
47276	Monroe County Detention Center	2	2500	\$83.80	\$125.00
47834	Marathon Airport	2	2000	\$94.28	\$125.00
50030	Sheriff's Administration Building	3	3500	\$83.80	\$125.00
50031	Sheriff's Administration Building	3	3500	\$83.80	\$125.00
51768	Harvey Government Center	3	2500	\$94.28	\$125.00
56110	Plantation Key Detention Facility	2	750	\$68.09	\$125.00
56599	ARFF Building – Key West	2	2500	\$89.04	\$125.00
56216	Key West Courthouse Dumbwaiter	3	150	\$78.56	\$125.00
56691	Monroe County Courthouse	4	2500	\$136.18	\$125.00
60239	Gato Building	2	2100	\$125.70	\$125.00
61607	Department of Juvenile Justice	3	4500	\$130.00	\$125.00
61608	Department of Juvenile Justice	3	4500	\$130.00	\$125.00
74025	Sheriff's Aviation Hangar	2	2000	\$121.51	\$125.00

B. Repairs for normal working hours beyond the \$500.00 limit between 8:00 a.m. and 5:00 p.m. Monday through Friday excluding holidays shall be \$110.00 per hour.

C. Emergency service calls after hours stated above including holidays shall be \$150.00 per hour.

D. The cost of parts beyond those included in the \$500.00 limit shall be the manufacturers cost plus 35 %. The manufacturer's invoice must accompany all requests for payment for any part which exceeds \$100.00, and may be requested at the discretion of the Owner for any part, regardless of the cost.

5. CONTRACTORS ACCEPTANCE OF CONDITIONS

- A. The Contractor hereby agrees that he has carefully examined the sites and has made investigations to fully satisfy himself that such sites are correct and a suitable for this work and he assumes full responsibility therefore. The provisions of the Contract shall control any inconsistent provisions contained in the specifications. All specifications have been read and carefully considered by the Contractor, who understands the same and agrees to their sufficiency for the work to be done. Under no circumstances, conditions, or situations shall this Contract be more strongly construed against the Owner than against the Contractor.
- B. Any ambiguity or uncertainty in the specifications shall be interpreted and construed by the Owner, and his decision shall be final and binding upon all parties.
- C. The passing, approval, and/or acceptance by the Owner of any of the services furnished by the Contractor shall not operate as a waiver by the Owner of strict compliance with the terms of this contract, and specifications covering the services. Failure on the part of the Contractor, immediately after Notice to Correct shall entitle the Owner, if it sees fit, to correct the same and recover the reasonable cost of such replacement and/or repair from the Contractor, who shall in any event be jointly and severally liable to the Owner for all damage, loss, and expense caused to the Owner by reason of the Contractor's breach of this Contract and/or his failure to comply strictly and in all things with this Contract and with the specifications.

6. TERM OF CONTRACT/RENEWAL

- A. This contract shall be for a period of one year commencing November 22, 2004, and terminating on November 21, 2005.
- B. The Owner shall have the option to renew the agreement after the first year, and each succeeding year, for two additional one year periods. The Contract amount agreed to herein might be adjusted annually in accordance with the percentage change in the Consumer Price Index for all urban consumers (CPI-U) for the most recent twelve months available.

7. HOLD HARMLESS

The Contractor covenants and agrees to indemnify and hold harmless Monroe County Board of County Commissioners from any and all claims for bodily injury (including death), personal injury, and property damage (including property owned by

Monroe County) and any other losses, damages, and expenses (including attorney's fees) which arise out of, in connection with, or by reason of services provided by the Contractor or any of its Subcontractor(s) in any tier, occasioned by the negligence, errors, or other wrongful act of omission of the Contractor or its Subcontractors in any tier, their employees, or agents.

In the event the completion of the project (to include the work of others) is delayed or suspended as a result of the Contractor's failure to purchase or maintain the required insurance, the contractor shall indemnify the County from any and all increased expenses resulting from such delay.

The first ten dollars (\$10.00) of remuneration paid to the Contractor is for the indemnification provided for above.

The extent of liability is in no way limited to, reduced, or lessened by the insurance requirements contained elsewhere within this agreement.

8. INDEPENDENT CONTRACTOR

At all times and for all purposes under this agreement the Contractor is an independent contractor and not an employee of the Board of County Commissioners for Monroe County. No statement contained in this agreement shall be construed so as to find the contractor or any of his/her employees, contractors, servants, or agents to be employees of the Board of County Commissioners for Monroe County.

9. ASSURANCE AGAINST DISCRIMINATION

The Contractor shall not discriminate against any person on the basis of race, creed, color, national origin, sex, age, or any other characteristic or aspect which is not job related, in its recruiting, hiring, promoting, terminating, or any other area affecting employment under this agreement or with the provision of services or goods under this agreement.

10. ASSIGNMENT/SUBCONTRACT

The Contractor shall not assign or subcontract its obligations under this agreement, except in writing and with the prior written approval of the Board of County Commissioners for Monroe County and Contractor, which approval shall be subject to such conditions and provisions as the Board may deem necessary. This paragraph shall be incorporated by reference into any assignment or subcontract and any assignee or subcontractor shall comply with all of the provisions of this agreement. Unless expressly provided for therein, such approval shall in no manner or event be deemed to impose any obligation upon the board in addition to the total agreed-upon price of the services/goods of the contractor.

11. COMPLIANCE WITH LAW

In providing all services/goods pursuant to this agreement, the contractor shall abide by all statutes, ordinances, rules and regulations pertaining to, or regulating the provisions of, such services, including those now in effect and hereinafter adopted. Any

violation of said statutes, ordinances, rules and regulations shall constitute a material breach of this agreement and shall entitle the Board to terminate this contract immediately upon delivery of written note of termination to the contractor. The contractor shall possess proper licenses to perform work in accordance with these specifications throughout the term of this contract.

12. INSURANCE

Prior to execution of this agreement, and maintained throughout the life of the contract, the contractor shall furnish to the Owner Certificates of Insurance indicating the minimum coverage limitation as listed below:

A. General Liability – include as a minimum:

- Premises Operations
- Products and Completed Operations
- Blanket Contractual Liability
- Personal Injury Liability
- Expanded Definition of Property Damage

The minimum limits acceptable shall be \$300,000 Combined Single Limit

If split limits are provided, the minimum limits acceptable shall be: \$100,000 per person; \$300,000 per Occurrence; and \$50,000 Property Damage.

An Occurrence Form policy is preferred. If coverage is provided on a Claims Made policy, its provisions should include coverage for claims filed on or after the effective date of this contract. In addition, the period for which claims may be reported should extend for a minimum of twelve months following the acceptance of work by the County.

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS MUST BE NAMED AS ADDITIONAL INSURED.

B. Vehicle Liability – include as a minimum:

- Owned, Non-Owned, and Hired Vehicles

The minimum limits acceptable shall be \$100,000 Combined Single Limit

If split limits are provided, the minimum limits acceptable shall be: \$50,000 per Person; \$100,000 per Occurrence; and \$25,000 Property Damage.

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS MUST BE NAMED AS ADDITIONAL INSURED.

C. Workers Compensation – limits sufficient to respond to Florida Statute 440.

In addition, the Contractor shall obtain Employers' Liability Insurance with limits of not less than:

\$ 100,000 Bodily Injury by Accident
\$ 500,000 Bodily Injury by Disease, policy limits
\$ 100,000 Bodily Injury by Disease, each employee

Coverage shall be provided by a company or companies authorized to transact business in the State of Florida and the company or companies must maintain a minimum rating of A-VI, as assigned by the A.M. Best Company.

If the Contractor has been approved by Florida's Department of Labor, as an authorized self-insurer, the County shall recognize and honor the Contractor's status. The Contractor may be required to submit a Letter of Authorization issued by the Department of Labor and Certificate of Insurance, providing details on the Contractor's Excess Insurance Program.

If the Contractor participates in a self-insurance fund, a Certificate of Insurance will be required. In addition, the contractor may be required to submit updated financial statements from the fund upon request from the County.

D. *(OTHER INSURANCE)*

13. FUNDING AVAILABILITY

In the event that funds from Facilities Maintenance Contractual Services are partially reduced or cannot be obtained or cannot be continued at a level sufficient to allow for the purchase of the services/goods specified herein, this agreement may then be terminated immediately at the option of the Board of County Commissioners by written notice of termination delivered in person or by mail to the contractor. The Board shall not be obligated to pay for any services provided by the contractor after the contractor has received written notice of termination.

14. PROFESSIONAL RESPONSIBILITY

The Contractor warrants that it is authorized by law to engage in the performance of the activities encompassed by the project herein described, subject to the terms and conditions set forth in these contract documents. The provider shall at all times exercise independent, professional judgment and shall assume professional responsibility for the services to be provided. Continued funding by the Owner is contingent upon retention of appropriate local, state, and/or federal certification and/or licensure of contractor.

15. NOTICE REQUIREMENT

Any notice required or permitted under this agreement shall be in writing and hand delivered or mailed, postage prepaid, to the other party by certified mail, returned receipt requested, to the following:

FOR COUNTY
Monroe County Facilities Maintenance
3583 S. Roosevelt Blvd.
Key West, FL 33040

FOR CONTRACTOR
Mowery Elevator Service, Inc.
3300 S.W. 50 Avenue
Davie, FL 33314

16. CANCELLATION

A) In the event that the Contractor shall be found to be negligent in any aspect of plant operation, maintenance, repair, or service, the County shall have the right to terminate this agreement after five days written notification to the Contractor.

B) Either of the parties hereto may cancel this agreement without cause by giving the other party sixty days written notice of its intention to do so.

17. GOVERNING LAWS

Governing Law, Venue, Interpretation, Costs, and Fees: This Agreement shall be governed by and construed in accordance with the laws of the State of Florida applicable to contracts made and to be performed entirely in the State.

In the event that any cause of action or administrative proceeding is instituted for the enforcement or interpretation of the Agreement, the County and Contractor agree that venue will lie in the appropriate court or before the appropriate administrative body in Monroe County, Florida.

The County and Contractor agree that, in the event of conflicting interpretations of the terms or a term of this Agreement by or between any of them the issue shall be submitted to mediation prior to the institution of any other administrative or legal proceeding.

18. RECORDKEEPING

Contractor shall maintain all books, records, and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. Each party to this Agreement or their authorized representatives shall have reasonable and timely access to such records of each other party to this Agreement for public records purposes during the term of the Agreement and for four years following the termination of this Agreement. If an auditor employed by the County or Clerk determines that monies paid to Contractor pursuant to this Agreement were spent for purposes not authorized by this Agreement, the Contractor shall repay the monies together with interest calculated pursuant to Sec. 55.03, FS, running from the date the monies were paid to Contractor.

19. SEVERABILITY

If any term, covenant, condition or provision of this Agreement (or the application thereof to any circumstance or person) shall be declared invalid or unenforceable to any extent by a court of competent jurisdiction, the remaining terms, covenants, conditions and provisions of this Agreement, shall not be affected thereby; and each remaining term, covenant, condition and provision of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law unless the enforcement of the remaining

terms, covenants, conditions and provisions of this Agreement would prevent the accomplishment of the original intent of this Agreement. The County and Contractor agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

20. ATTORNEY'S FEES AND COSTS

The County and Contractor agree that in the event any cause of action or administrative proceeding is initiated or defended by any party relative to the enforcement or interpretation of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, court costs, investigative, and out-of-pocket expenses, as an award against the non-prevailing party, and shall include attorney's fees, courts costs, investigative, and out-of-pocket expenses in appellate proceedings. Mediation proceedings initiated and conducted pursuant to this Agreement shall be in accordance with the Florida Rules of Civil Procedure and usual and customary procedures required by the circuit court of Monroe County.

21. BINDING EFFECT

The terms, covenants, conditions, and provisions of this Agreement shall bind and inure to the benefit of the County and Contractor and their respective legal representatives, successors, and assigns.

22. AUTHORITY

Each party represents and warrants to the other that the execution, delivery and performance of this Agreement have been duly authorized by all necessary County and corporate action, as required by law.

23. CLAIMS FOR FEDERAL OR STATE AID

Contractor and County agree that each shall be, and is, empowered to apply for, seek, and obtain federal and state funds to further the purpose of this Agreement; provided that all applications, requests, grant proposals, and funding solicitations shall be approved by each party prior to submission.

24. ADJUDICATION OF DISPUTES OR DISAGREEMENTS

County and Contractor agree that all disputes and disagreements shall be attempted to be resolved by meet and confer sessions between representatives of each of the parties. If no resolution can be agreed upon within 30 days after the first meet and confer session, the issue or issues shall be discussed at a public meeting of the Board of County Commissioners. If the issue or issues are still not resolved to the satisfaction of the parties, then any party shall have the right to seek such relief or remedy as may be provided by this Agreement or by Florida law.

25. COOPERATION

In the event any administrative or legal proceeding is instituted against either party relating to the formation, execution, performance, or breach of this Agreement, County and Contractor agree to participate, to the extent required by the other party, in all proceedings, hearings, processes, meetings, and other activities related to the substance of

this Agreement or provision of the services under this Agreement. County and Contractor specifically agree that no party to this Agreement shall be required to enter into any arbitration proceedings related to this Agreement.

26. NONDISCRIMINATION

County and Contractor agree that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this Agreement automatically terminates without any further action on the part of any party, effective the date of the court order. County or Contractor agree to comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination. These include but are not limited to: 1) Title VI of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination on the basis of race, color or national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC ss. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; 3) Section 504 of the Rehabilitation Act of 1973, as amended (20 USC s. 794), which prohibits discrimination on the basis of handicaps; 4) The Age Discrimination Act of 1975, as amended (42 USC ss. 6101-6107) which prohibits discrimination on the basis of age; 5) The Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; 6) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; 7) The Public Health Service Act of 1912, ss. 523 and 527 (42 USC ss. 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; 8) Title VIII of the Civil Rights Act of 1968 (42 USC s. et seq.) as amended, relating to nondiscrimination in the sale, rental or financing of housing; 9) The Americans with Disabilities Act of 1990 (42 USC s. 1201 Note0, as maybe amended from time to time, relating to nondiscrimination on the basis of disability; 10) Any other nondiscrimination provisions in any federal or state statutes which may apply to the parties to, or the subject matter of, this Agreement.

27. COVENANT OF NO INTEREST

County and Contractor covenant that neither presently has any interest, and shall not acquire any interest, which would conflict in any manner or degree with its performance under this Agreement, and that only interest of each is to perform and receive benefits as recited in this Agreement.

28. CODE OF ETHICS

County agrees that officers and employees of the County recognize and will be required to comply with the standards of conduct for public officers and employees as delineated in Section 112.313, Florida Statutes, regarding, but not limited to, solicitation or acceptance of gifts; doing business with one's agency; unauthorized compensation; misuse of public position, conflicting employment or contractual relationship; and disclosure or use of certain information.

29. NO SOLICITATION/PAYMENT

The County and Contractor warrant that, in respect to itself, it has neither employed nor retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for it, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of the provision, the Contractor agrees that the County shall have the right to terminate this Agreement without liability and, at its discretion, to offset from monies owed, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

30. PUBLIC ACCESS

The County and Contractor shall allow and permit reasonable access to, and inspection of, all documents, papers, letters or other materials in its possession or under its control subject to the provisions of Chapter 119, Florida Statutes, and made or received by the County and Contractor in conjunction with this Agreement; and the County shall have the right to unilaterally cancel this Agreement upon violation of this provision by Contractor.

31. NON-WAIVER OF IMMUNITY

Notwithstanding the provisions of Sec. 286.28, Florida Statutes, the participation of the County and the Contractor in this Agreement and the acquisition of any commercial liability insurance coverage, self-insurance coverage, or local government liability insurance pool coverage shall not be deemed a waiver of immunity to the extent of liability coverage, nor shall any contract entered into by the County be required to contain any provision for waiver.

32. PRIVILEGES AND IMMUNITIES

All of the privileges and immunities from liability, exemptions from laws, ordinances, and rules and pensions and relief, disability, workers' compensation, and other benefits which apply to the activity of officers, agents or employees of any public agents or employees of the County, when performing their respective functions under this Agreement within the territorial limits of the County shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, volunteers, or employees outside the territorial limits of the County.

33. LEGAL OBLIGATIONS AND RESPONSIBILITIES

Non-Delegation of Constitutional or Statutory Duties. This Agreement is not intended to, nor shall it be construed as, relieving any participating entity from any obligation or responsibility imposed upon the entity by law except to the extent of actual and timely performance thereof by and participating entity, in which case the performance may be offered in satisfaction of the obligation or responsibility. Further, this Agreement is not intended to, nor shall it be construed as, authorizing the delegation of the constitutional or statutory duties of the County, except to the extent permitted by the Florida constitution, state statute, and case law.

34. NON-RELIANCE BY NON-PARTIES

No person or entity shall be entitled to rely upon the terms, or any of them, of this Agreement to enforce or attempt to enforce any third-party claim or entitlement to or benefit of any service or program contemplated hereunder, and the County and the Contractor agree that neither the County nor the Contractor or any agent, officer, or employee of either shall have the authority to inform, counsel, or otherwise indicate that any particular individual or group of individuals, entity or entities, have entitlements or benefits under this Agreement separate and apart, inferior to, or superior to the community in general or for the purposes contemplated in this Agreement.

35. ATTESTATIONS

Contractor agrees to execute such documents as the County may reasonably require, to include a Public Entity Crime Statement, An Ethics Statement, and a Drug-Free Workplace Statement.

36. NO PERSONAL LIABILITY

No covenant or agreement contained herein shall be deemed to be a covenant or agreement of any member, officer, agent or employee of Monroe County in his or her individual capacity, and no member, officer, agent or employee of Monroe County shall be liable personally on this Agreement or be subject to any personal liability or accountability by reason of the execution of this Agreement.

37. EXECUTION ON COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Agreement by signing any such counterpart.

38. SECTION HEADINGS

Section headings have been inserted in this Agreement as a matter of convenience of reference only, and it is agreed that such section headings are not a part of this Agreement and will not be used in the interpretation of any provision of this Agreement.

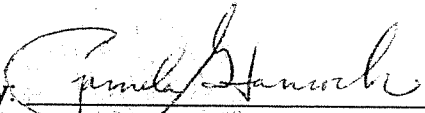
39. CONTINGENCY STATEMENT


Monroe County's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Monroe County Board of County Commissioners.

WITNESS WHEREOF the parties hereto have executed this Agreement on the day and date first written above in four (4) counterparts, each of which shall, without proof or accounting for the other counterparts, be deemed an original contract.

Attest: **DANNY L. KOLHAGE, CLERK**

**BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA**

By: 
Deputy Clerk

By: 
Mayor/Chairman


Date: October 20, 2014

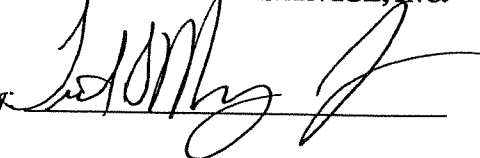
(SEAL)

Attest:

CONTRACTOR

MOWREY ELEVATOR SERVICE, INC.

By: 
Witness

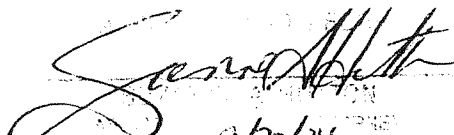
By: 

Title: Executive Coordinator

Title: Service Manager

By: 
Witness

Title: Senior Customer Representative


9/30/14